

**BID PACKAGE**

**F/V NINE**

## **INSTRUCTIONS FOR PROSPECTIVE PURCHASERS**

### **General**

Please be sure to read and review the **ENTIRE** bid package. Bids not submitted in accordance with the instructions and terms and conditions herein will **NOT** be accepted.

### **Checklist**

- 1) Read and review entire Bid package.
- 2) Complete, sign and date Bid Offer to Purchase form.
- 3) Complete, sign and date Certificate of Corporate Bidder, if applicable.
- 4) Sign and date Bidder Certification.
- 5) Prepare deposit, either cash or check made payable to the "U.S. Department of Commerce"
- 6) Address mailing envelope in accordance with the instructions in the Bid Package.
- 7) Make 2 copies of all documents. The originals and 1 copy will be sent to NOAA/NMFS. Bidder should keep one file copy.
- 8) Seal and mail documents to NOAA/NMFS at the address specified below, bearing in mind that the sealed bids must be received by NOAA/NMFS no later than 4:00 p.m., August 11, 2000.

### **Bid Offer to Purchase Form**

Bids must be submitted in duplicate using the Bid Offer to Purchase form included in this Bid Package. All information and certifications requested must be provided. Bids submitted in any other manner other than that specified in the Bid Package or which fail to provide all information or certifications required may be summarily rejected. While telegraphic (i.e. fax) bids will not be considered, bids may be modified or withdrawn by fax at (907) 586-7263, attention Joe McCabe, prior to the time for the opening of bids set forth below.

Bid Offer to Purchase forms shall be filled out legibly with all erasures, strikeouts, and corrections initialed by the person signing the Bid Offer to Purchase Form.

Negligence on the part of the prospective purchaser in preparing the Bid Offer to Purchase form, confers no right for withdrawal or modification of the bid after it has been opened.

When submitting a bid, return the completed Bid Offer to Purchase form and the relevant Buyer Information/Certification forms in duplicate. Retain all other documents, including one copy of the Bid Offer to Purchase Form and the Buyer's Information/Certification Forms, for your records.

## **Bid Envelopes**

The envelope containing sealed bids must be sealed and addressed to:

United States Department of Commerce  
National Oceanic and Atmospheric Administration  
Office of General Counsel  
P.O. Box 21109  
Juneau, Alaska

Attn: Joe McCabe

The name and address of the bidder must be shown on the upper left corner of the bid envelope. The phrase “**SEALED BID - F/V NINE**”, must be shown in the bottom right hand corner of the envelope. The bidder assumes all risks arising from the premature opening of or failure to open an offer not properly addressed and identified.

## **Submission of Bids**

In order to be considered, all sealed bids **MUST** be received by 4:00 p.m., August 11, 2000. Bids received after 4:00 p.m., August 11, 2000 will be returned to the bidder via certified mail as soon as practicable.

## **Sealed Bid Opening**

The public is invited to attend the sealed bid opening. The opening will take place on August 16, 2000 at a time and place to be announced. Each bidder will be individually informed of the time and place of said opening and the general public will be informed via classified advertisements placed in one or more newspapers.

## **Modification of Bids or Withdrawal of Bids**

Bids may be modified or withdrawn in writing or via fax any time prior to the bid opening date specified above. Bid modifications or withdrawals submitted by corporate bidders must be accompanied by a properly completed Certificate of Corporate Bidder. Bid modifications and withdrawals must be submitted in duplicate. Bidders should retain file copies.

## **Inspection of the Vessel**

As stated in the published Invitation for Sealed Bids, the F/V NINE is located at Snug Harbor Seafoods in Kenai, Alaska. Gary R. Gailbreath, Assistant Special Agent in Charge of the Alaska Enforcement Division of the National Marine Fisheries Service, is the duly appointed and

acting custodian of the vessel. Interested persons may arrange with Assistant Special Agent in Charge Gailbreath to board, inspect, examine or survey the vessel on July 26, 2000 between 11:00 a.m. and 4:00 p.m., AST. Any such boarding and inspection shall be done at the sole expense and risk of the person making the inspection. Assistant Special Agent in Charge Gailbreath can be reached at (907) 271-3026.

## **DESCRIPTION OF VESSEL**

**Vessel:** NINE

**Official #:** n/a

**Gross Tons:** n/a

**Net Tons:** n/a

**AK Reg. #:** n/a

**Hull ID#:** n/a

**ADF&G#:** 67885

**Accommodation:** 6-in deckhouse below helm level.

**L.O.A.:** 51.0'

**Reg. Length:** n/a

**Beam:** 14'1 11" top of bulwark - 13' 9" inside deck midship

**Depth:** Estimated at 55"

**Draft:** 21" forward, 26" aft (not including outboards)

**Year/Location Built:** 1990 original vessel 32', lengthened 1997 to 51' by Lloyd Collins (reported), Kenai, Alaska.

**Manufacturer:** Custom owner built 32' by Kenneth Slater

**Service:** Combination commercial fishing vessel, long line and salmon tender

**Area:** Near coastal

**Vessel Classed:** The vessel is not registered with a Classification Society and has no Load Line Certificate or number.

**Cert/Documentation:** Not found onboard

**Stability Test:** Not sighted

## **TERMS AND CONDITIONS OF SALE**

### **Payment of Bid**

The person whose bid is accepted shall immediately pay to NOAA/NMFS the full purchase price if the bid is no more than one hundred dollars (\$100.00), or a deposit of at least one hundred dollars (\$100.00), or ten percent (10%) of the bid, whichever sum is greater, if the bid exceeds one hundred dollars (\$100.00). The bidder shall pay the balance of the purchase price within ten (10) days thereafter, excluding Saturdays, Sundays, and holidays. If an objection to the sale is filed within that time, the bidder is excused from paying the balance of the purchase price until the sale is confirmed, and for a period of ten (10) days thereafter. Payment must be made in cash, cashier's or certified check(s) drawn on a United States Financial Institution and made payable to "U.S. Department of Commerce."

### **Penalty for Failing to Pay Balance of Bid**

*Late Payment.* A successful bidder who fails to pay the balance of the bid within the time allowed shall also pay to NOAA/NMFS the cost of keeping the property, from the date payment of the balance was due to the date the bidder takes delivery of the property. NOAA/NMFS may refuse to release the property until this additional charge is paid.

*Default.* A bidder who fails to pay the balance of a bid within the time allowed is deemed to be in default and at the discretion of NOAA/NMFS may forfeit any previously deposited monies. At the discretion of NOAA/NMFS, if a bidder is found to be in default, the next highest bidder may be given the opportunity to take possession of the vessel.

### **Objection To Sale**

*Manner and Time for Objecting.* A person may object to the sale by filing a written objection with the Clerk and depositing a sum with NOAA/NMFS which will pay the expense of keeping the property for at least ten (10) days. Payment must be made in cash, cashier's or certified check(s) drawn on a United States Financial Institution and made payable to "U.S. Department of Commerce." The objector must give written notice of the objection to the successful bidder and the parties to the action. The written objection must be endorsed by NOAA/NMFS with an acknowledgment of receipt of the deposit prior to the filing. The objection must be filed within ten (10) days after the sale, excluding Saturdays, Sunday, and holidays.

#### *Disposition of Deposits*

- (a) If the objection is sustained, sums deposited by the successful bidder will be returned to the bidder forthwith. The sum deposited by the objector will be applied to pay the fees and expenses incurred by NOAA/NMFS in keeping the property until it is resold, and any balance remaining will be returned to the objector without delay. The objector will be reimbursed for the expense of keeping the property from the proceeds of the subsequent sale.

- (b) If the objection is overruled, the sum deposited by the objector will be applied to pay the expense of keeping the property from the day the objection was filed until the day sale is confirmed, and any balance remaining will be returned to the objector forthwith.

### **Description of Property in Bid Package**

The description of the property set forth in the Bid Package is believed to be correct, but any error or omission shall not constitute grounds or reason for non-performance of the contract of sale, or claim by Purchaser for allowance, refund, or deduction from the purchase price.

### **Condition of Property**

The property offered for sale will be sold **“AS IS”**, and **“WHERE IS”** without representation, warranty, or guarantee as to quantity, quality, character, condition, size, or kind; or that the property is in condition or fit to be used for the purpose for which intended, and no claim for any allowance or deduction upon such grounds will be considered after the bids have been opened.

### **Continuing Bids**

Each bid received shall be deemed to be a continuing bid for thirty (30) calendar days after the date of the sealed bid opening, unless the bid is accepted or rejected by the Government before the expiration of the specified number of calendar days. If the Government desires to accept any bid after the expiration of the specified number of calendar days, the consent of the bidder shall be obtained prior to such expiration.

### **Risk of Loss/Ownership Obligations**

As of the date of conveyance, the successful purchaser shall assume responsibility for the care and handling of the vessel, all risks of loss or damage to the vessel, and have all obligations and liabilities of ownership.

### **Government Employees not Benefitting**

No employee of the United States Department of Commerce shall be entitled to any share or part of the contract of sale or to any benefit that may arise therefrom.

### **Contract**

The Bid Offer to Purchase form and the Sales Agreement when accepted by the Government, shall constitute an agreement for sale between the successful bidder and the Government. Such agreement shall constitute the whole contract to be succeeded only by the formal instruments of transfer, unless modified in writing and signed by both parties. No oral

statements or representations made by, for, or on behalf of either party shall be a part of such contract. Nor shall the contract, or any interest therein, be transferred or assigned by the successful bidder without consent of the Government, and any assignment transaction without such consent shall be void.

**Successful Bidder Information**

Upon request, the names of successful bidders and highest bids received will be furnished. A self-addressed stamped envelope must be included with the request.



## **BID OFFER TO PURCHASE**

### **OFFER:**

The undersigned bidder hereby offers and agrees to purchase the vessel known as the

**F/V NINE**

with its electronic equipment, furniture, appurtenances, stores and other necessities.

Amount of Offer:     \$ \_\_\_\_\_

Deposit:                     \$ \_\_\_\_\_

(If the bid is \$100 or less the full bid amount must be deposited. If the bid is greater than \$100 the amount deposited must be \$100 or 10% of the bid amount, whichever is greater)

### **Bidder Representation:**

Bidder is:     (Check one)

☐ Individual     ☐ Partnership     ☐ Trustee     ☐ Corporation

Name: \_\_\_\_\_

Street: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone Number: Area code first (       ) \_\_\_\_\_

Social Security Number/Tax Identification Number/Employer Identification Number:  
(whichever is appropriate)

\_\_\_\_\_

### **Review of Terms and Conditions of Sale:**

Bidder hereby acknowledges that bidder has read the accompanying Terms and Conditions of Sale and agrees to comply with the terms of sale set forth thereunder.

**Loss of Cash Deposit:**

Bidder hereby understands that failure to comply with the terms of sale may result in the forfeiture of some or all of bidder's deposit. Any exceptions to the aforementioned condition will be at the discretion of the National Oceanic and Atmospheric Administration and/or the National Marine Fisheries Service.

**Possession:**

The National Oceanic and Atmospheric Administration and/or the National Marine Fisheries Service agrees to turn over possession of the vessel to the successful bidder on the date of settlement.

Bidder hereby acknowledges that the vessel is being sold "As is/Where is" and bidder is wholly responsible for the any costs for moving or storing the vessel which may be incurred subsequent to the transfer of possession of the vessel from the National Oceanic and Atmospheric Administration and/or the National Marine Fisheries Service to bidder.

**Signature:**

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Signature of Bidder or authorized representative

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Please print name

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Date

**CERTIFICATE OF CORPORATE BIDDER**

I, \_\_\_\_\_ certify that I am

\_\_\_\_\_, of the Corporation named as  
(Secretary or other Official Title)

bidding herein, that \_\_\_\_\_ who

signed the Bid Offer to Purchase on behalf of the bidder then \_\_\_\_\_  
(Official Title)

of said Corporation; that said Bid Offer to Purchase was duly signed for on behalf of said  
Corporation by authority of its governing body and is within the scope of its corporate powers.

\_\_\_\_\_  
Signature of Certifying Officer

\_\_\_\_\_  
Date

**(SEAL)**

### **BIDDER CERTIFICATION**

By submission of this bid, the Bidder certifies that the price submitted has been arrived at independently without collusion or agreement with any other bidder.

The Bidder agrees to assume and bear all financial costs relating to the preparation of the bid and any other normal and customary buyer's expenses.

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Signature of Bidder or authorized representative

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Please print name

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Date